

**INTERLOCAL AGREEMENT FOR USE OF FACILITIES, TRAINING, AND GROUNDS
MAINTENANCE - BETWEEN THE CITY OF CENTRALIA, WASHINGTON AND
THE RIVERSIDE FIRE AUTHORITY**

THIS AGREEMENT is made and entered into this 10 day of NOV, 2015, by and between the **CITY OF CENTRALIA, WASHINGTON**, a municipal corporation, hereinafter referred to as "City", and the **RIVERSIDE FIRE AUTHORITY**, a municipal corporation, hereinafter referred to as "RFA," and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, City desires to utilize RFA facilities and to receive training from RFA personnel; and

WHEREAS, RFA, desires to receive ground maintenance services from City; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Parties agree as follows:

Purpose: The purpose of this agreement is to establish a mutual Agreement and authorize the Parties to exchange services and to utilize assets owned by the other Party.

The Parties agree to the following duties and responsibilities:

1. City will provide periodic parking lot cleaning and line painting services at RFA facilities within the City Limits.
2. RFA will provide City access with reasonable notice to training facilities parking areas and all amenities including audio visual equipment, kitchen and rest rooms.
3. RFA will provide City safety education training including but not limited to fire extinguisher operation courses.

Representation, Warranties, and Indemnities:

- A. City represents and warrants to RFA that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. RFA represents and warrants to City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. It is understood and agreed between the Parties hereto that both City and RFA agree to protect, defend, indemnify and hold harmless, its council, board, agents, departments, employees and volunteers against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by the Parties, except insofar as any obligation or responsibility imposed upon the Parties by statute. City and RFA have negotiated and expressly waive any immunity that may be granted it under the Washington Industrial Insurance Act.

Duration of Agreement. This Agreement will expire December 31, 2020, unless otherwise terminated.

Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contacts for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party thirty days (30) prior to the date of termination.

Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein.

Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real property other than as specifically provided within the terms of this Agreement anticipated. City shall be designated as the Administrator of this Interlocal Agreement.

Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

Dispute Resolution. It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Litigation. In the event that any lawsuit or legal action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Lewis County, Washington.

Notices. All notices and demands shall be in writing and set to the parties hereto at their address as follows:

To RFA:	Stephanie Slorey Board Secretary 1818 Harrison Ave Centralia, Washington 98531
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Legal Notice to Centralia:

Deena Bilodeau
City Clerk
POB 609/118 W. Maple
Centralia, Washington 98531

Contact for Centralia:

Kahle Jennings
Director of Public Works
POB 609/118 W. Maple
Centralia, WA 98531

Filing of Agreement. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

Evidence of Authority. Upon execution of this Agreement, both Parties shall provide a copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2).

IN WITNESS WHEREOF said Parties have caused this Agreement to be signed by the duly authorized officials and shall take effect on the date as indicated on the Agreement.

EXECUTED IN DUPLICATE on the date and year first above written.

RIVERSIDE FIRE AUTHORITY

By: Lee Combs
Name: LEE Combs
Title: Chair

Attest:

Board Secretary: Stephanie Slaney
Date: November 24, 2015

Approved as to form:

RFA Attorney: Joseph B. Lunn
Date: 12/2/2015

CITY OF CENTRALIA, WASHINGTON

By: Rob Hill
Name: Rob Hill
Title: City Manager

Attest:

Centralia City Clerk: Deena Bilodeau
Date: 11-10-15

Approved as to form:

Centralia City Attorney: John M. Miller
Date: 11-12-15